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Guaranty of Payment.—A guaranty of payment for property shipped is held, in *Hughes v. Peper Tobacco Warehouse Co.* (N. C.) 1 L. R. A. (N. S.) 305, not to be effected by a warehouseman's reply to a letter requesting information about a broker, that he considered him reliable,—especially as all shipments would come to the warehouse, and payment "would be made by us to you for all sales."

Constructive Trust—Homestead.—A constructive trust is held, in *Loomis v. Loomis* (Cal.) 1 L. R. A. (N. S.) 312, not to have arisen under a deed, by a man to his wife, of the homestead property, with a proviso that after her death it was to go to another, she being entitled, on his death, to the absolute title to the property by right of survivorship.

Insurance Companies—Insolvency—Preferred Creditors.—The right of the state to a preference over other creditors for payment of losses and unearned premiums out of assets in the hands of a receiver of an insolvent insurance company is denied in *State v. Williams* (Md.) 1 L. R. A. (N. S.) 254.

Accident Insurance—Proximate Cause.—An injury to the hand, superinduced by numbness resulting from using it as a headrest during sleep, is held, in *Ætna L. Ins. Co. v. Fitzgerald* (Ind.) 1 L. R. A. (N. S.) 422, to be covered by insurance against injuries through external and accidental means.

Intoxicating Liquors—Constitutionality of Statute—C. O. D.—An enactment that a C. O. D. sale of liquors shipped to a local-option territory shall be deemed to be made there is held, in *Keller v. State* (Tex. Crim. App.) 1 L. R. A. (N. S.) 489, to be void on the ground that the state Constitution (commanding the enactment of certain local-option law, impliedly prohibited further legislation on the subject.

Board of Health—Licenses—Revocability.—A license granted by the board of health under statutory authority is held, in *Lowell v. Archambault* (Mass.) 1 L. R. A. (N. S.) 458, not to be revocable by the board in the absence of statutory authority, existing regulations of the board, or some provision in the license itself for its revocation.

License to Post Advertisements—Revocability.—The right to display a sign on the wall of a building, given in writing for a definite time for a valuable consideration, is held, in *Levy v. Louisville Gunning System* (Ky.) 1 L. R. A. (N. S.) 359, not to be revocable at will.

Salvage Companies—Assumption of Risk by Employee.—One who engages to work in saving property from the debris left by a fire is